

**INTERIM SUPERINTENDENT'S CONTRACT**

Pulaski County Special School District

July 18, 2017 to June 30, 2018

The Board of Directors of the Pulaski County Special School District ("Board") and Dr. Janice Warren ("Interim Superintendent") agree:

1. **Employment:** Board agrees to employ Interim Superintendent as Interim Superintendent of the Pulaski County Special School District for the period of July 18, 2017 to June 30, 2018, with all the powers and duties vested in that position by applicable laws, regulations, and Board policies. Interim Superintendent agrees to accept the employment and faithfully discharge the duties incident to it.

2. **Compensation:** The salary to be paid to Interim Superintendent effective July 18, 2017, shall be at an annual rate of \$195,000.00 prorated over the term of this Contract and payable in equal biweekly installments. Said salary includes compensation for longevity pay.

3. **Duties:** The Interim Superintendent shall have, subject to the control and regulations of the Board and all other applicable laws and regulations, full authority in connection with the operation of the Pulaski County Special School District, the education program of the Pulaski County Special School District, and all other matters pertaining thereto. The Interim Superintendent shall perform such duties as shall be inherent in and necessary for the efficient discharge of her position as the Interim Superintendent of the Pulaski County Special School District. During the term of this Agreement, the Interim Superintendent agrees to devote full time to the performance of her duties as set forth under this Agreement to the exclusion of any other gainful employment or profession.



4. **Professional Development Activities:** Interim Superintendent is encouraged and expected to participate in professional activities that will tend to enhance her professional competence and keep her abreast of developments in education and educational administration and her reasonable expenses incident to such activities including meetings, workshops, seminars, and other such programs; and her dues in professional organizations will be reimbursed. Interim Superintendent is also encouraged and expected to participate in community and civic activities, and the District shall pay any membership fees and reasonable incidental expenses incurred by Interim Superintendent in connection with such participation.

5. **Physical and Professional Conditions:** The parties hereto agree that there shall be filed in the records of the Pulaski County Special School District an official transcript of the Interim Superintendent's college training; proof of her date of birth; a current, valid teaching license of the highest grade attainable with college credits, which license the Interim Superintendent shall be responsible for maintaining during the term of this Agreement. In accordance with law and the regulations of the Arkansas State Board of Health, the Interim Superintendent shall also file annually a certificate issued by a licensed physician reflecting her condition of physical and mental health. The Board shall bear the expense of the Interim Superintendent's annual examination.

6. **Related Employees:** The Interim Superintendent represents to the Board that she is not related to any member of the Board within the degrees prohibited by the laws of the State of Arkansas.

7. **Vacation, Sick Leave, and Employment Benefits:** During the term hereof, Interim Superintendent shall receive or participate in the benefits provided generally to all administrative employees of the District on the same basis as available to those staff members,

including, but not limited to, vacation leave, sick leave, health, dental, life insurance, and retirement benefits, and to such other benefits as may from time to time be approved by the Board of Education. For example, effective July 18, 2017, Interim Superintendent shall be credited with one (1) day of sick leave per month and one and one-fourth ( $1\frac{1}{4}$ ) days of vacation leave per month. Upon separation from the District, Interim Superintendent shall be paid for any unused annual sick or vacation leave at her then prevailing daily rate of pay. Interim Superintendent agrees to furnish her own automobile for her official use, with mileage expenses to be reimbursed in accordance with District policies and applicable Arkansas law.

8. **Disability:** In the event the Interim Superintendent shall be disabled and unable to perform her duties under this agreement by reason of sickness, accident, or other cause beyond her control and such disability continues for more than sixty (60) days, the Board may terminate this Agreement.

9. **Termination:** The Board, upon forty-five (45) days written notice, may terminate this Agreement for good cause, the determination of which shall be exclusively assigned to the Board. Such a determination may include, but is not limited to, a conclusion by the Board that the Interim Superintendent has lost either the confidence of the Board or that the Board believes the best interests of the District would be served by replacing the Interim Superintendent. In the event of termination hereunder, the salary and benefits of the Interim Superintendent shall terminate immediately.

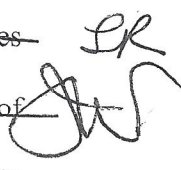
10. **Waiver:** The failure of either party to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder or of the future performance of any such terms

or condition, but the obligations of either party with respect thereto shall continue in full force and effect.

11. **Severability:** In case any provision of the Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12. **Entire Agreement:** This instrument contains the entire Agreement of the parties. It may not be changed orally, but only by an agreement in writing signed by all parties hereto.

13. **Indemnification; Legal Representation:** The District shall indemnify and hold the Interim Superintendent harmless from and against any claims, actions, suits and proceedings at law or equity brought against Interim Superintendent in her capacity and arising out of her actions as Interim Superintendent and employee of the Board, such indemnification to include the cost of legal representation in such action; provided, however, that the District reserves the right to select such counsel to represent Interim Superintendent subject to the Interim Superintendent's consent, such consent not to be unreasonably withheld.

14. **Return to Previous Position.** Upon the expiration of this Agreement, or in the event of the termination of this Agreement, the parties hereto hereby agree that Interim Superintendent shall return to her position as Assistant Superintendent for Equity and Pupil Services, or such other position in the District as the parties may mutually agree. ~~The parties further agree that Interim Superintendent shall not be moved from such position for a period of three (3) years from the date of such return to her position as Assistant Superintendent for Equity and Pupil Services unless the parties mutually agree that Interim Superintendent will be moved to a different position in the District.~~ 



**IN WITNESS WHEREOF**, the parties have executed this Agreement to become effective  
July 18, 2017.

PULASKI COUNTY SPECIAL SCHOOL DISTRICT

By: Linda Remle  
President of Board

By: Mr. Gille  
Secretary of Board

Dated: 8/8/17

INTERIM SUPERINTENDENT

By: Janice Warren  
Dr. Janice Warren

Dated: 8-8-17